



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

March 13, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**JOINT RESOLUTION BETWEEN THE CITY OF SANTA CLARITA AND THE  
COUNTY OF LOS ANGELES APPROVING AND ACCEPTING THE NEGOTIATED  
EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION  
OF UNINCORPORATED TERRITORY KNOWN AS  
VISTA CANYON/FAIR OAKS/JAKES WAY/SAND CANYON TO THE  
CITY OF SANTA CLARITA (ANNEXATION 2011-20), AND APPROVAL OF  
TRANSFER OF FAIR OAKS PARK TO THE CITY OF SANTA CLARITA  
(FIFTH DISTRICT)  
(5 VOTES)**

**SUBJECT**

Adoption of the Joint Resolution for the annexation of unincorporated territory to the City of Santa Clarita, and approval of the transfer of ownership of Fair Oaks Park site (Park Property) to the City of Santa Clarita.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Adopt the Joint Resolution between your Board and the City Council of the City of Santa Clarita based on the negotiated exchange of property tax revenue, as a result of the proposed Annexation 2011-20 of approximately 2,442 acres of unincorporated territory known as Vista Canyon, Fair Oaks, Jakes Way, and Sand Canyon to the City of Santa Clarita.
2. Find that the transfer of the Park Property to the City of Santa Clarita to preserve lands for park purposes is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to section 15325(f) of the State CEQA Guidelines.

*"To Enrich Lives Through Effective And Caring Service"*

**Please Conserve Paper – This Document and Copies are Two-Sided  
Intra-County Correspondence Sent Electronically Only**

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

3. Find that the County-owned real property depicted in the map and legally described in the Quitclaim Deed, is local in character.
4. Approve and instruct the Chairman to execute the Transfer Agreement between the County and the City.
5. Approve and instruct the Chairman to execute the Quitclaim Deed, transferring the County's right, title, and interest in the Park Property to the City of Santa Clarita with applicable conditions.
6. Authorize the Chief Executive Office to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The City Council of the City of Santa Clarita (City) has adopted the attached Joint Resolution based on the negotiated exchange of property tax revenue resulting from the proposed annexation of unincorporated territory to the City of Santa Clarita. The territory consists of approximately 2,442 acres of inhabited territory generally located south of State Route 14, west of Sand Canyon Road, and north of Placerita Canyon Road.

In order for the Local Agency Formation Commission (LAFCO) for the County of Los Angeles to proceed with the required hearings on the proposed annexation, your Board, as the governing body of the County, must first adopt the Joint Resolution.

Your Board's approval of the Transfer Agreement and Quitclaim Deed is necessary so that the City can assume ownership and become responsible for the operation and maintenance of the Fair Oaks Park, which is local in character, upon annexation of the territory to the City.

#### **Implementation of Strategic Plan Goals**

The recommended actions conveying the park site support the County's Strategic Plan Operational Effectiveness (Goal 1), by transferring ownership of local County park land along with the ongoing operational and maintenance responsibilities to the City.

#### **FISCAL IMPACT/FINANCING**

The adopted Joint Resolution will transfer annually, Five Hundred Eighty-Seven Thousand Five Hundred and Thirteen Dollars (\$587,513) in base property tax revenue from the County General Fund to the City and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the County to the City, as contained in the Joint Resolution.

An adjustment will be made to the County budget in the fiscal year following the year in which the annexation is approved.

The conveyance of the Park Property to the City will have no fiscal impact on the County General Fund, since the Park Property will be maintained and operated by the City upon the effective date of annexation of the territory to the City. Additionally, the operation and maintenance of this Park is currently funded through assessments of the Landscaping and Lighting District Act of 1972, Zone 65B, administered by the Department of Parks and Recreation. The Department of Parks and Recreation will file a Board letter requesting authorization to transfer the fund balance from Zone 65B to the City, and the assessments to be collected through Fiscal Year 2012-13.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Part 3, Title 5 of the California Government Code, commencing with Section 56000, the City of Santa Clarita adopted a Resolution and filed an application with LAFCO to initiate proceedings for annexation of the subject territory to the City.

Section 99 of the California Revenue and Taxation Code (R & T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area or service responsibilities will be altered by such change must address the fiscal impacts of the proposed annexation by negotiating a reallocation of property tax revenue between the affected agencies, and approve and accept such reallocation by Resolution. The City Council of the City of Santa Clarita has adopted the negotiated Joint Resolution, as required by Section 99 of the R & T Code.

The proposed territory to be annexed to the City of Santa Clarita is currently within the County of Los Angeles Road Maintenance District No. 5 (RMD No. 5), County Public Library system, County Lighting Maintenance District 1687 (CLMD 1687), and County Lighting District LLA-1, Unincorporated Zone (CLD-LLA-1, Unincorporated Zone), an assessment district. Upon annexation of the territory to the City, the territory will be detached from County RMD No. 5, withdrawn from CLMD 1687, excluded from CLD-LLA-1, Unincorporated Zone, and withdrawn from the County Public Library. In addition, the territory will be annexed to Santa Clarita Streetlight Maintenance District No. 1.

The City has agreed to accept the transfer of the County's Regional Housing Needs Assessment (RHNA) allocation of 1,087 units for this proposed annexation area. Government Code Section 65584.07(d) encourages counties and cities to reach a "mutually acceptable agreement" with respect to RHNA transfers for annexations.

Adoption of the Joint Resolution by your Board will allow LAFCO to schedule the required public hearings to consider testimony on the proposed annexation. LAFCO will subsequently take action to approve, approve with changes, or disapprove the proposal for the annexation.

Since Fair Oaks Park is located within the proposed annexation area, your Board's approval of the transfer of title and interest to the City is required so that the City becomes responsible for the operation and maintenance of the park facility. Section 25550.5 of the California Government Code authorizes the transfer of County parks situated within a city, to the city for the promise of continuing to operate them as parks.

The Transfer Agreement provides that the Quitclaim Deed conveying the Park Property to the City will contain the following restrictions: 1) the Park Property is to be used for open space, public recreation, and park purposes only; 2) the Park Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus, or other benefits given to residents of an incorporated area not equally accorded residents of unincorporated territory; and 3) in the event that the County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Park Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

County Counsel has reviewed the Joint Resolution, Quitclaim Deed, and Transfer Agreement, and has approved them as to form.

#### **ENVIRONMENTAL DOCUMENTATION**

The conveyance of the Park Property is categorically exempt from the provisions of the CEQA. The transfer of the Park Property to the City in order to preserve lands for park purposes is within certain classes of projects that have been determined not to have a significant effect on the environment. Pursuant to the criteria set forth in section 15325(f) of the State CEQA Guidelines, the project involves conveyance of property for park purposes.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Upon the effective date of the annexation, the City will become responsible for providing municipal services to the area within its jurisdiction, including the costs for the maintenance and operation of Fair Oaks Park. The Transfer Agreement indicates that the Park Property shall be equally open and available to residents of incorporated and unincorporated territory.

#### **CONCLUSION**

At such time as the recommendation is approved by your Board, please return one copy of the letter and five signed originals of the Resolutions to LAFCO, one approved copy of the letter and two original Resolutions to the Chief Executive Office, Office of Unincorporated Area Services, and one copy of the approved letter and a copy of the Joint Resolution to the Auditor-Controller, Tax Division.

The Honorable Board of Supervisors  
March 13, 2012  
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It is requested that the Executive Officer, Board of Supervisors, return two executed originals of the Transfer Agreement and Quitclaim Deed for the Park Property conveyed, two certified copies of the Minute Order, and the adopted Board letter to the Chief Executive Office, Real Estate Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:RLR:DSP  
JT:acn

Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Assessor  
Auditor-Controller  
Sheriff  
Animal Care and Control  
Fire  
Parks and Recreation  
Public Library  
Public Works  
Regional Planning

Resolution No. 12-5

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES AND THE CITY COUNCIL OF THE CITY OF  
SANTA CLARITA, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF TERRITORY  
KNOWN AS ANNEXATION 2011-20 (VISTA CANYON/JAKES WAY/FAIR OAKS RANCH/  
SAND CANYON) TO THE CITY OF SANTA CLARITA, WITHDRAWAL FROM COUNTY  
LIGHTING MAINTENANCE DISTRICT 1687, EXCLUSION FROM COUNTY LIGHTING  
DISTRICT LLA-1, UNINCORPORATED ZONE, DETACHMENT FROM COUNTY ROAD  
DISTRICT NO. 5, AND WITHDRAWAL FROM THE COUNTY PUBLIC LIBRARY SYSTEM**

**WHEREAS**, the City of Santa Clarita initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Annexation 2011-20 to the City of Santa Clarita; and

**WHEREAS**, pursuant to Section 99 of the California Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies; and

**WHEREAS**, the area proposed for annexation is identified as Annexation 2011-20 and consists of approximately 2,442 acres of unincorporated territory including the Vista Canyon project, Jakes Way, Fair Oaks Ranch, and Sand Canyon areas generally located south of State Route 14, west of Sand Canyon Road, and north of Placerita Canyon Road; and

**WHEREAS**, the area is located within the boundaries of County Lighting Maintenance District 1687; and

**WHEREAS**, the City of Santa Clarita hereby agrees to the withdrawal of the proposed annexation territory from County Lighting Maintenance District 1687 and annexation to Santa Clarita Streetlight Maintenance District No. 1; and

**WHEREAS**, upon annexation of the proposed area to the City of Santa Clarita, the territory shall be withdrawn from County Lighting Maintenance District 1687 and annexed to Santa Clarita Streetlight Maintenance District No. 1; and

**WHEREAS**, the annexation area is also located within County Lighting District LLA-1, Unincorporated Zone; and

**WHEREAS**, pursuant to Section 22613 of the California Streets and Highways Code, whenever any territory of an assessment district is included within a city by annexation or incorporation, that territory is thereby excluded from the assessment district; and

**WHEREAS**, upon annexation of the proposed area to the City of Santa Clarita, the territory will be automatically excluded from County Lighting District LLA-1, Unincorporated Zone; and

**WHEREAS**, effective July 1, 2011, the City of Santa Clarita has withdrawn from the County Public Library system, and therefore, all unincorporated territory annexed to the City of Santa Clarita after that date will also be withdrawn from the County Public Library system.

**WHEREAS**, the Board of Supervisors of the County of Los Angeles, as governing body of the County and the County of Los Angeles Road District No. 5, County Lighting Maintenance District 1687, County Lighting District LLA-1, Unincorporated Zone, and the County Public Library, and the City Council of the City of Santa Clarita, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation of the unincorporated territory identified as Annexation 2011-20, detachment from County Road District No. 5, withdrawal from County Lighting Maintenance District 1687, annexation to Santa Clarita Streetlight Maintenance District No. 1, exclusion from County Lighting District LLA-1, Unincorporated Zone, and withdrawal from the County Public Library system, is as set forth below:

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The City of Santa Clarita agrees that it will bear the full responsibility for the street lighting and lighting maintenance services in the proposed annexation area upon the withdrawal of the annexation territory from County Lighting Maintenance District 1687 and exclusion of the territory from County Lighting District LLA-1, Unincorporated Zone.
2. The negotiated exchange of property tax revenue between the County of Los Angeles and the City of Santa Clarita, resulting from Annexation 2011-20 is approved and accepted.
3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2011-20 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by County Road District No. 5, attributable to Annexation 2011-20, shall be transferred to the County of Los Angeles, and the County Road District No. 5 share in the annexation area shall be reduced to zero.
4. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2011-20 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the tax-sharing ratio received by County Lighting Maintenance District 1687 attributable to Annexation 2011-20 in the annexation area shall be reduced to zero.
5. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2011-20 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by the County Public Library, attributable to Annexation 2011-20, shall be transferred to the City-Santa Clarita Library Fund, and the County Public Library's share in the annexation area shall be reduced to zero.
6. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2011-20 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, Five Hundred Eighty-Seven Thousand, Five Hundred and Thirteen Dollars (\$587,513) in base property tax revenue shall be transferred from the County of Los Angeles to the City of Santa Clarita.

7. For the fiscal year commencing after the filing of the statement of boundary change for Annexation 2011-20 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Annexation 2011-20 territory shall be transferred from the County of Los Angeles to the City of Santa Clarita as shown below and the County's share shall be reduced accordingly:

<b>Tax Rate Area</b>	<b>Annual Tax Increment Ratio Transfer to the City</b>	<b>Tax Rate Area</b>	<b>Annual Tax Increment Ratio Transfer to the City</b>
01280	0.050335200	13744	0.044330970
01284	0.063592573	13745	0.044330970
01285	0.048252659	13746	0.044330970
01289	0.060960827	13835	0.044467360
02468	0.050335780	13912	0.041474730
02469	0.051694211	13963	0.041414866
02486	0.060484256	13964	0.044330970
02500	0.053296195	13965	0.044467360
05006	0.070263078	14069	0.044468801
05796	0.051180418	14176	0.070108976
05797	0.067687853	14269	0.070263077
06865	0.067425439	14277	0.044100625
09149	0.063592573	14409	0.044467361
09151	0.048252659	14410	0.044467361
09875	0.041543781	14411	0.055331458
09956	0.061717359	14412	0.044467361
10494	0.041810212	14642	0.055161743
10678	0.060960827	14643	0.055161743
11637	0.040544346	14644	0.044330970
11638	0.050450583	14645	0.070257838
11639	0.040544346	14650	0.044330970
11782	0.067687853	14669	0.044330970
12451	0.044467361	14718	0.044467360
12452	0.044467361	14719	0.041543780
12453	0.069232401	14792	0.070263077
12457	0.055161743	14954	0.063592573
13122	0.044100625	15040	0.044330970
13123	0.041130874	15041	0.044330970
13379	0.044468801	15070	0.044330970
13486	0.063592573	15071	0.044330970
13682	0.044330970	15092	0.070076156

PASSED, APPROVED AND ADOPTED this 28th day of February, 2012  
by the following vote:

AYES: McLean, Weste, ABSENT:  
Ferry, Ender

NOES: ABSTAIN: Kellar



Mayor  
City of Santa Clarita, California

ATTEST:



City Clerk  
City of Santa Clarita

/

(Signed in Counterpart)

The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

**SACHI A. HAMAI, Executive Officer  
Clerk of the Board of Supervisors  
of the County of Los Angeles**

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

**JOHN F. KRATTLI**  
Acting County Counsel

BY \_\_\_\_\_ Deputy

*/ /*

(Signed in Counterpart)

## **SANTA CLARITA PARK PROPERTY TRANSFER AGREEMENT**

This Santa Clarita Park Property Transfer Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Santa Clarita, a municipal corporation ("City"), and the County of Los Angeles ("County") a body politic and corporate, pursuant to Government Code Section 25550.5, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

A. County is the owner of one individual park property as shown on the exhibit to the Quitclaim Deed, attached hereto and incorporated herein by this reference as Exhibit A, and depicted in Exhibit B, attached hereto and incorporated herein by this reference. The real property being conveyed shall be referred to collectively herein as the "Park Property."

B. City agrees to accept the Park Property for the purpose of incorporating the Park Property into the City's park system.

NOW, THEREFORE, in consideration of the promises, conditions, and mutual covenants set forth herein, the parties hereto do agree as follows:

1. **Transfer of Park Property.** County agrees to effectuate the transfer of the Park Property by executing the Quitclaim Deed.

2. **Use.** The City agrees at its cost, to develop, operate and maintain the Park Property solely for public park and recreational purposes.

3. **Consideration.** Both City and County mutually agree that the consideration provided for the conveyance of the Park Property shall be the City's agreement to develop, operate, and maintain the Park Property for public park and recreational purposes for the benefit of the residents of incorporated and unincorporated Los Angeles County and the City.

4. **Condition of Title to Park Property.** Except as otherwise expressly provided in this Agreement, the City is acquiring the Park Property "AS IS" and "WITH ALL FAULTS" in its present state and conditions as of the Closing. Except for the express representations and warranties set forth herein, each party agrees that the other has not made, does not make and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property being conveyed by it hereunder (including, without limitation, any warranty of merchantability, habitability, or fitness for a particular purpose).

**5. Warranties of County.** County warrants that:

A. County has no actual present knowledge of any pending litigation involving the Park Property.

B. County has no actual present knowledge of any violation of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Park Property.

**6. Closing Date and Recordation.** The closing date ("Closing") shall occur on the date of recordation of the annexation with the Los Angeles County Registrar-Recorder by the Local Agency Formation Commission.

The parties agree that the County will arrange for recording of the documents necessary to complete the conveyance contemplated hereby. The City agrees to timely provide the County its certificate(s) or resolution(s) of acceptance, pursuant to Government Code Section 27281, prior to the recording of the documents in a form substantially similar to that shown in Exhibit C, attached hereto and incorporated herein by this reference.

**7. Indemnification.** The City waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense, (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever, related to site conditions of the Park Property that accrue, or incidents that occur, after Closing.

**8. Default Regarding Use of County Lobbyists.** City and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by City shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of City or any County Lobbyist or County Lobbying firm retained by City to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which City may immediately terminate or suspend this Agreement.

**9. Notices.** Any written notices required by this Agreement shall be made by personal delivery, registered or certified mail, postage prepaid, to the address indicated below:

City: Rick Gould  
Director of Parks, Recreation and Community Services  
City of Santa Clarita  
23920 Valencia Boulevard, Suite 300  
Santa Clarita, CA 91355

County: Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
ATTENTION: Chris Montana

with a copy to: Department of Parks and Recreation  
Attention: James Barber, Planning Division  
510 South Vermont Avenue  
Los Angeles, CA 90020

**10. Counterpart.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but of which, together, shall constitute one and the same instrument.

**11. Authorization, Approvals, Binding Nature.** This Agreement has no force and effect and is not binding on the City until and unless it is authorized by the City Council, and the County until and unless authorized by the Board of Supervisors at a duly noticed public meeting.

**12. Time is of the Essence.** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

**13. Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

**14. Binding on Successors.** Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

**15. California Law.** This Agreement shall be construed in accordance with the internal laws of the State of California.

**16. Waivers.** No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

**17. Captions.** The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

**18. No Presumption Regarding Drafter.** The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.

**19. Assistance of Counsel.** Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

**20. Required Actions of the Parties.** County and City agree to execute all such instruments and documents, and to take all action as may be required, in order to consummate the transfer of Park Property contemplated herein.

**21. Survival of Covenants.** The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the transfer of the Park Property and recordation of the Quitclaim Deed.

**22. Interpretation.** Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.


**23. Final Agreement.** This Agreement and the exhibits attached hereto, contains the entire agreement of the parties with respect to the transaction contemplated hereby and supersedes any prior agreement, oral or written, between City and County, about the subject matter hereof. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by the parties hereto.

(SIGNATURE PAGE FOLLOWS)

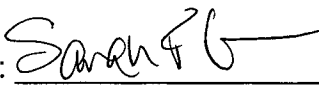
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first above written.

**CITY OF SANTA CLARITA**


A municipal corporation

BY:   
Kenneth R. Pulskamp  
City Manager

ATTEST:

BY:   
Sarah P. Gorman, Esq.  
City Clerk

APPROVED AS TO FORM:

BY:   
Joseph M. Montes  
City Attorney

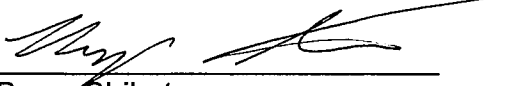
**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
SACHI A. HAMAI  
Executive Officer, Clerk of  
The Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:  
JOHN F. KRATTLI  
ACTING COUNTY COUNSEL

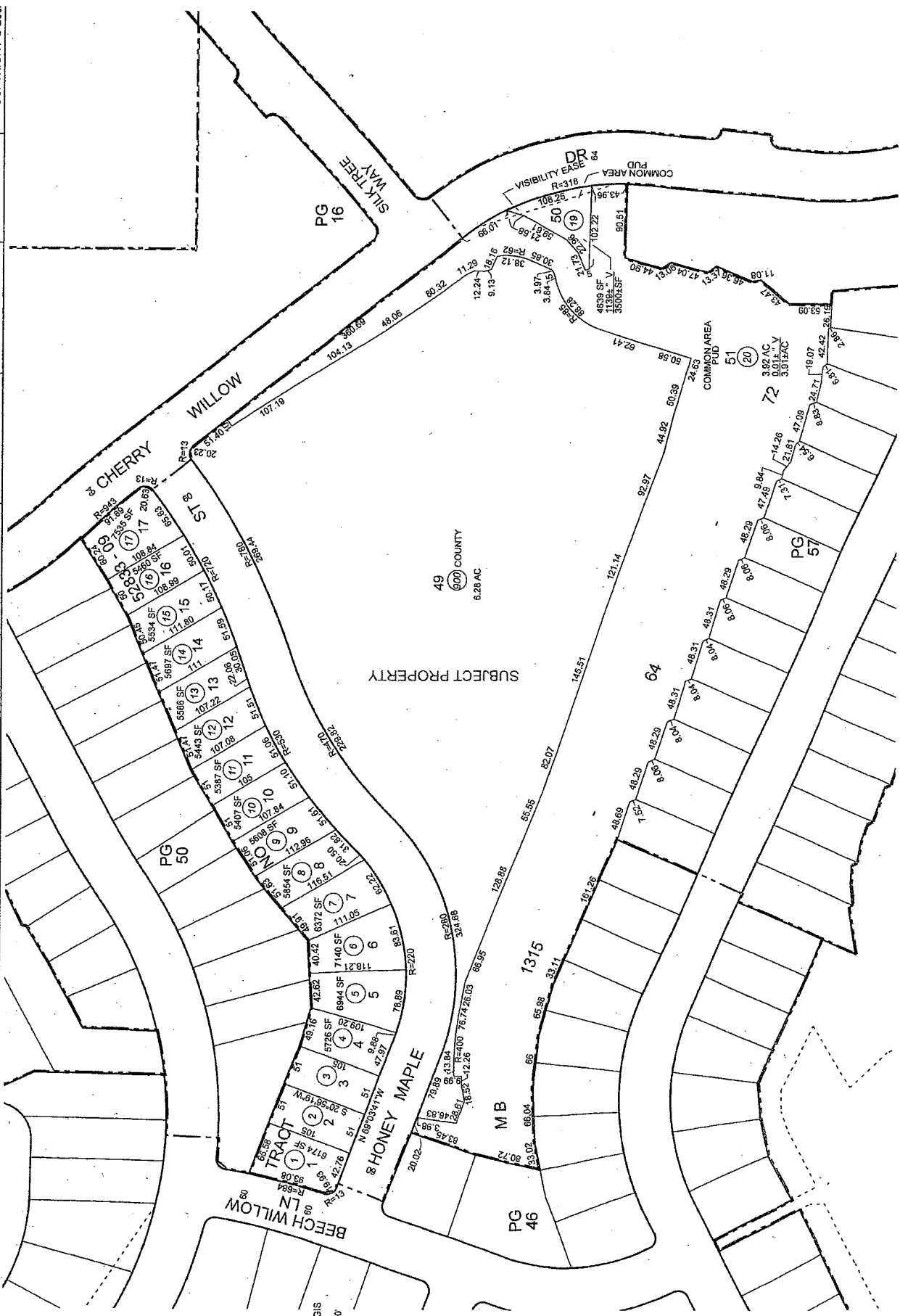
  
Byron Shibata  
Deputy County Counsel

2009



MAPPING AND GIS  
SERVICES  
SCALE 1" = 100'

**EXHIBIT "B"**



RECORDING REQUESTED BY  
County of Los Angeles  
AND MAIL TO  
City of Santa Clarita  
23920 Valencia Boulevard  
Santa Clarita, CA 91355  
Attention: Rick Gould  
Director of Parks, Recreation  
and Community Services

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Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 2841-056-900

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a **body corporate and politic**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

## **CITY OF SANTA CLARITA** ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the map attached hereto as Exhibit B which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any;
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any;
- c. The condition that the Property is to be used for open space, public recreation and park purposes only;
- d. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory of the County of Los Angeles, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. The condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_  
Zev Yaroslavsky  
Chairman, Los Angeles County

STATE OF CALIFORNIA) )  
COUNTY OF LOS ANGELES) ss.  
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the facsimile signature of \_\_\_\_\_, Chairman, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the  
Board of Supervisors, County of Los Angeles

By\_\_\_\_\_

Approved as to Form:  
JOHN F. KRATTLI  
ACTING COUNTY COUNSEL

\_\_\_\_\_  
Deputy

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 49 of Tract No. 52833-09, in the County of Los Angeles, State of California, as per map recorded in Book 1315 Pages 64 to 72 inclusive of Maps, in the Office of the County Recorder of said County.

# EXHIBIT "C"

## Certificate of Acceptance of Quitclaim Deed

This is to certify that the interest in real property conveyed or transferred to the City of Santa Clarita by the attached Quitclaim Deed, dated\_\_\_\_\_, 2012, executed by the County of Los Angeles, a body corporate and politic, is hereby accepted by the undersigned officer on behalf of the City of Santa Clarita.

By: \_\_\_\_\_  
Kenneth R. Pulskamp  
City Manager

Dated: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_